

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 21**

CHILDREN’S LAW CENTER OF LOS
ANGELES

and

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

Case No. 21-CA-165280

**OBJECTION OF CHILDREN’S LAW CENTER OF LOS ANGELES TO SEIU’S
REQUEST FOR SPECIAL PERMISSION TO APPEAL AND APPEAL OF ALJ’S
RULING APPROVING SETTLEMENT AGREEMENT**

Respondent Children’s Law Center of Los Angeles ("CLCLA"), a non-profit provider of legal services to children in dependency courts in Los Angeles and Lancaster, among other cities, by and through its attorneys of record, pursuant to Sections 102.26, of the Rules and Regulations of the National Labor Relations Board (the "Board"), hereby respectfully submits its objection to SEIU’S "REQUEST FOR SPECIAL PERMISSION TO APPEAL AND APPEAL OF ALJ’S RULING APPROVING SETTLEMENT AGREEMENT" (the "Request"), service of which was received by mail on Thursday, August 18, 2016,¹ and states as follows in support of the Settlement Agreement:

¹ A corrected Proof of Service was filed, stating that CLCLA’s counsel was not served by mail until August 16, 2016.

I. BACKGROUND

As a result of a petition for decertification filed on October 29, 2014, an election was held on February 19, 2015 in two distinct voting groups: the Professional group comprised of CLCLA attorneys and a Nonprofessional group comprised of Investigators, Paralegals, Secretaries and Clerks. The Professional group voted first on whether they wished to spin off from the existing unit which had grouped them together since 2005 for bargaining with Nonprofessional staff, and then whether they wished still to be represented by the union. The Professional group, the CLCLA attorneys, voted by a margin of 3 to 1 to decertify the union as their representative. The Nonprofessional Group, Support Staff - Investigators, Paralegals, Secretaries and Clerks, voted to maintain the union as their representative.

The union accepted as a valid “yes vote” the outcome as to the Nonprofessional Group. But, though the vote occurred in the same election, under the same conditions, the union filed election objections only as to the Professional Group, delaying the certification of the election results. Eventually, the union withdrew the objections and previously-filed ULPs after reaching a settlement on about June 20, 2015 with CLCLA.² Most importantly, since the election, CLCLA has continued to bargain in good faith with the union with regard to the Support Staff.

² The certified collective bargaining unit is: “Unit: VOTING GROUP - UNIT B (NON-PROFESSIONAL UNIT): Included: All full-time and regular part-time non-professional employees, including Paralegals, Investigators, Investigators II, Investigator Clerks and Secretaries employed by the Employer at its facilities located at 901 Corporate Center Drive, Monterey Park, CA; 201 Centre Plaza Drive, Monterey Park, CA; and 1040 W. Avenue J, No. 1119, Lancaster, CA. Excluded: All other employees, independent contractors, confidential employees, guards and supervisors as defined in the Act.” Attorneys are not in the current certified bargaining unit.

On June 22, 2015 CLCLA and the union reached agreement on a new CBA, June 30, 2014 to July 1, 2016. The CBA was ratified and then signed by all parties on July 20, 2016. Included in the CBA are two provisions which are at issue here.

- The first is Article XVII. Section 17.4, the “Parity Agreement,” requiring that, under certain express conditions and with key exceptions, in the event that CLCLA were to provide an *across-the-board* salary adjustment to all the attorneys, the same adjustment would be provided to the bargaining unit.
- The second is Article XXI which gives the union the option to re-open negotiations in the event that CLCLA receives a budget increase from the Judicial Council of \$1.5 million or more.

It is CLCLA’s position that it did not provide an across the board, step or percent increase to the attorneys, and therefore the so-called parity provision was not invoked. Instead, CLCLA was prepared at all times to bargain, and did bargain, for wage increases as a result of a funding increase. And, during the course of this bargaining, CLCLA provided the union with documentation and explanations of the process it used to allocate funds for salary adjustments, provided budget information detailing available funds for bargaining unit increases and aggregated salary information allocated to the attorneys, and provided prior years’ tax returns, contracts and detailed explanations to all of the union’s inquiries—save the disputed information request regarding individualized salary information for non bargaining unit employees. By March 2016, an agreement was reached between the union and CLCLA on retroactive wage increases for all members of the bargaining unit.

On June 29, 2016, at the first session of bargaining for a successor collective bargaining agreement to the 2014-2016 Collective Bargaining Agreement, the parties entered into an

agreement whereby the so-called parity provision was not extended and confirming that it expired, per the terms of the collective bargaining agreement, on June 30, 2016.

The Settlement Agreement reached here reflects a carefully constructed balance between the protections of the National Labor Relations Act and the privacy rights of non-bargaining unit employees. The Regional Director's exercise of discretion in agreeing to the settlement was entirely appropriate and consistent with the objectives of the NLRA.

II. SEIU'S REQUEST SHOULD BE DENIED

The SEIU states that the principal reason for its Request is that, "[N]amely, the Confidentiality Agreement restricts the Section 7 rights of the union and the employees it represents. Namely, the Confidentiality Agreement prohibits the union from sharing responsive information with non- unit employees covered under the Act as well as government agencies and officials." (Request at p. 2 line 19 - 20.) Based on all of the facts and circumstances of the matter, and given the Regional Director's concurrence in the Settlement Agreement, CLCLA, which denies that it committed a unfair labor practice and contends that at all times it complied with the NLRA, submits that the Settlement Agreement protects the rights of all interested parties.

Let there be no mistake about what is at issue: the union seeks to obtain individualized confidential salary information of the attorneys who voted to decertify the union on February 19, 2015, with election results being certified on June 24, 2015, and to publicize that information to non-bargaining unit employees and government officials. The vehicle for the union to obtain this **non-bargaining** unit information is the "parity" provision which was included in the 2014 – 2016 collective bargaining agreement (the proposal for which was introduced by the union at the eleventh hour in bargaining when it had never been raised before but was demanded by the union in order to finalize the collective bargaining agreement and to resolve the election objections filed by the union blocking the exit of the attorneys from the formerly combined and staff unit).

CLCLA agreed to a narrowly drawn provision. When the union continued to seek individualized information of the attorneys, **after bargaining unit raises for staff had already been agreed to in the current collective bargaining agreement, on the ostensible reason that is simply did not believe CLCLA and mistrusted it**, CLCLA refused to supply the individualized attorney information as, in its good faith judgment, the parity provision had not been triggered. CLCLA believed at the time, and retains its belief, especially given the union's reasons now for its stated objection, that the union was retaliating against the attorneys for exercising their Section 7 rights not to be represented by the union, and for chilling the rights of bargaining unit employees to oppose their union, should they wish to do so. Contrary to the union's statement in its Request, the union does not have Section 7 rights—these rights under the National Labor Relations Act belong to employees.

The Settlement Agreement reflects a compromise agreement, whereby significant protections were crafted to protect non-bargaining unit interests, while allowing the union to fulfill any obligations it would have to the CLCLA bargaining unit members. Whether or not the SEIU has fodder for its campaigns outside of the CLCLA bargaining unit is not a concern to the collective bargaining relationship between CLCLA and the union. And, whether or not the SEIU can further its political interests must not be a concern here; indeed, the fact that the union seeks to use individualized attorney information for such professed political goals is troubling. Indeed, it casts doubt on the reasons the union has offered to date for why it feels the requested information is “relevant or necessary” to collective bargaining or its representation of current CLCLA bargaining unit members.

The Settlement Agreement should be upheld, particularly given the fact that the so-called “parity” provision is no longer in the 2014 – 2016 Collective Bargaining Agreement. First, as

stated, the union and CLCLA already collectively bargained over wage increases for bargaining unit employees, and these have already been implemented. Therefore, this dispute is limited to a specific negotiation, if it is not moot. Second, and most importantly, the parties are currently in bargaining negotiations over a successor contract. And finally, on the first day of bargaining, June 29, 2016, the union executed an agreement extending the collective bargaining agreement, but significantly for purposes of this proceeding, the union and CLCLA agreed to delete the parity provision. Clearly, the information requested by the union related to individualized attorney salary increases was not relevant and necessary for the union to bargain effectively for the employees whom it represented. This is demonstrated by the fact that the union and CLCLA have entered into an agreement for wage increases for bargaining unit employees and that these wage increases have already been implemented for the bargaining unit employees.

III. CONCLUSION

Under the interpretation of the Collective Bargaining Agreement advanced by the union, the Collective Bargaining Agreement as so interpreted and applied would violate the National Labor Relations Act, as the right to privacy of the attorneys who are not represented by the union, would be violated. Further, CLCLA's right to preserve the confidentiality of its salary and wage structure would also be undermined. Simply put, it is no one's business outside of the bargaining unit members and their representative what CLCLA pays attorneys on an individualized basis.

CLCLA submits that the Charge that was resolved by way of the settlement agreement is unlawfully motivated by the union's desire to retaliate against non-bargaining unit employees, CLCLA's professional attorney staff members, who voted to decertify the union. The union is clearly sending a message that if any employee crossed the union's path, it would go after them in some form or another, including by letting the former bargaining unit employees know that the union could still control their working environment by seeking and getting their individualize

confidential and personal wage data. In fact, the union 's view reflects an unlawful application of the CBA, such that the provision would be unlawful as applied. Accordingly, the settlement agreement promotes the interests that the National Labor Relations Act was intended to promote.

CLCLA requests the opportunity to submit further briefing should the Board require additional information.

Dated: August 22, 2016

Respectfully submitted,

CHILDREN'S LAW CENTER OF LOS ANGELES

By:



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Children's Law Center of Los Angeles

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES, SAN FRANCISCO BRANCH OFFICE

CHILDREN'S LAW CENTER OF LOS ANGELES

and

Case 21-CA-165280

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 721

ORDER

This Order and the attached informal settlement agreement executed by the General Counsel and the Respondent dated August 8, 2016, which was inadvertently omitted from the record, is added to the record as General Counsel Exhibit 2.

Dated: August 9, 2016, San Francisco, California.



Jeffrey D. Wedekind
Administrative Law Judge

Served by facsimile upon the following:

For the NLRB:

Jean Libby, Esq.
Region 21

Fax: 213.894.2778

For the Respondent:

Linda Auerbach Allderdice, Esq.
Holland & Knight, LLP

Fax: 213.896.2450

For the Charging Party:

Sean D. Graham, Esq.
Weinberg, Roger & Rosenfeld, LLP

Fax: 213.443.5098

**UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT
APPROVED BY AN ADMINISTRATIVE LAW JUDGE**

IN THE MATTER OF

CHILDREN'S LAW CENTER OF LOS ANGELES

Case 21-CA-165280

The undersigned Charged Party and undersigned Charging Party, and Counsel for the General Counsel, in settlement of the above matter and subject to the approval of an Administrative Law Judge for the National Labor Relations Board, **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — Upon approval of this Agreement and receipt of the Notices from the Region, the Charged Party will post immediately in the break room at the Charged Party's facilities located at 901 Corporate Center Drive, Monterey Park, CA 91754 and 201 Centre Plaza Drive, Monterey Park, CA 91754 and on the bulletin board at the facility located at 1040 West Avenue J, Lancaster, CA 92534. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

E-MAILING NOTICE — The Charged Party will email a copy of the signed Notice in English via its employee email distribution lists, to all bargaining unit employees who work at the facilities located at: 901 Corporate Center Drive, Monterey Park, CA 91754; 201 Centre Plaza Drive, Monterey Park, CA 91754; and 1040 West Avenue J, Lancaster, CA 92534. The message of the e-mail transmitted with the Notice will state: "We are distributing the Attached Notice to Employees to you pursuant to a Settlement Agreement approved by an administrative law judge of the National Labor Relations Board in Case 21-CA-165280." Respondent will forward a copy of that e-mail, with all of the recipients' e-mail addresses, to the Region's Compliance Officer at sylvia.meza@nlrb.gov.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, as set forth in the attached Notice to Employees, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

APPROVAL OF UNILATERAL SETTLEMENT AGREEMENT — In the event the Charging Party, or Counsel for the General Counsel fails or refuses to become a party to this Agreement, and if in the Administrative Law Judge's discretion it will effectuate the policies of the National Labor Relations Act, the

Administrative Law Judge, after providing such party an opportunity to state on the record or in writing its reasons for opposing the Agreement, may approve the Agreement. Any party aggrieved by the ruling of the Administrative Law Judge approving the Agreement may ask for leave to appeal to the Board as provided in Section 102.26 of the Board's Rules and Regulations.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____

Initials

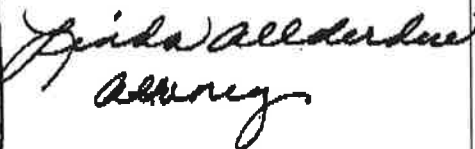

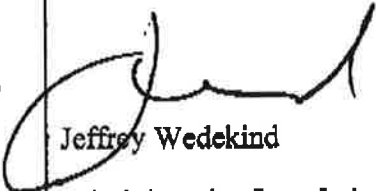
No ✓

Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Administrative Law Judge, or if the Charging Party or Counsel for the General Counsel does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the Board has sustained the Administrative Law Judge. The Agreement shall be remanded by the Administrative Law Judge to the Regional Director for securing compliance with its terms.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the complaint previously issued on April 25, 2016 and Amendment to Complaint issued on July 20, 2016 in the instant case. Thereafter, the General Counsel may file a motion for default judgment with the Board on the allegations of the complaint and amendment to complaint. The Charged Party understands and agrees that the allegations of the aforementioned complaint and amendment to complaint will be deemed admitted and its Answers to such complaint and amendment to complaint will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Settlement Agreement. The Board may then, without necessity of trial or any other proceeding, find all allegations of the complaint and amendment to complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings. The Board may then issue an order providing a full remedy for the violations found as is appropriate to remedy such violations. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board order ex parte, after service or attempted service upon Charged Party/Respondent at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — The undersigned parties to this Agreement will each notify the Regional Director in writing what steps the Charged Party has taken to comply herewith. Such notification shall be given within 5 days, and again after 60 days, from the date of receipt of the Notices on official Board notice forms. In the event the Charging Party or Counsel do not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that no appeal has been filed or that the Board has sustained the Administrative Law Judge. Upon notification of compliance with the terms and provisions hereof and the filing of a motion to withdraw the complaint and no motion in opposition thereto having been granted, the Administrative Law Judge shall issue an order approving the withdrawal of the complaint and amendment to complaint and heretofore issued in this case, as well as any answers filed in response. Contingent upon compliance with the terms and provisions hereof, no further action shall be taken in this case.

Charged Party		Charging Party	
CHILDREN'S LAW CENTER OF LOS ANGELES		SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721	
By: Name and Title	Date	By: Name and Title	Date
 Linda Alder Attorney	8.8.16		
Recommended By:	Date	Approved By:	Date
 Jean Libby Counsel for the General Counsel	8/8/16	 Jeffrey Wedekind Administrative Law Judge National Labor Relations Board	8/8/16

(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

Service Employees International Union, Local 721 (Union) is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit:

Included: All full-time and regular part-time non-professional employees, including Paralegals, Investigators, Investigators II, Investigator Clerks and Secretaries employed by the Employer at its facilities located at 901 Corporate Center Drive, Monterey Park, CA; 201 Centre Plaza Drive, Monterey Park, CA; and 1040 W. Avenue J, Lancaster, CA;

Excluded: All other employees, independent contractors, confidential employees, guards and supervisors as defined in the Act.

WE WILL NOT refuse to provide the Union with information that is relevant and necessary to its role as your bargaining representative.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL provide the Union with the information it requested on August 31, 2015, October 16, 2015, and October 30, 2015, concerning the wage increases issued to attorneys subject to the confidentiality agreement signed by the Charged Party on August 8, 2016.

CHILDREN'S LAW CENTER OF LOS ANGELES

(Employer)

Dated: _____

By: _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor

practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

888 S Figueroa St Fl 9
Los Angeles, CA

Telephone: (213)894-5200

Hours of Operation: 8:30 a.m. to 5
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

21-CA-165280

CONFIDENTIALITY AGREEMENT

SEIU's requests for information dated August 31, 2015, October 16, 2015 and October 30, 2015 (as clarified on November 15, 2015), as set forth in the Complaint, will be responded to by CLCLA as follows:

1. CLCLA will provide responsive information per the Union's requests (dated above) with attorney names, social security numbers, dates of birth, ~~dates of hire~~, addresses, employee identification numbers and names of supervisors or directors redacted. *day and month*
2. The union (up to five SEIU staff or attorney representatives at a time) shall inspect the information per No. 1, at CLCLA's offices at 901 Corporate Center Drive, Monterey Park, CA 91754, upon dates to be mutually agreed-upon. *ju*
3. Any documents provided shall not be photographed or photocopied by the Union on any device. Any individualized salary information provided shall not be disseminated or publicized in any way to any nonbargaining unit person, entity, group or other SEIU-represented bargaining unit or employer except as necessary to be disclosed in a grievance/arbitration proceeding, bargaining or NLRB proceeding.

Dated: August 8, 2016

CHILDREN'S LAW CENTER OF LOS ANGELES

BY:

Linda Auerbach Allderdice
Linda Auerbach Allderdice, Attorney

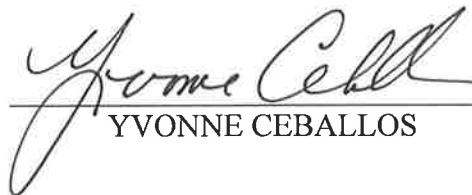
CERTIFICATE OF FILING AND SERVICE

The undersigned attorney, Linda Auerbach Allderdice, a partner of the law firm of Holland & Knight LLP, at 400 S. Hope St., 8th Floor, Los Angeles, CA 90071 and counsel of record for CHILDREN'S LAW CENTER OF LOS ANGELES, hereby certifies that a true and correct pdf copy of the foregoing **OBJECTION OF CHILDREN'S LAW CENTER OF LOS ANGELES TO SEIU'S REQUEST FOR SPECIAL PERMISSION TO APPEAL AND APPEAL OF ALJ'S RULING APPROVING SETTLEMENT AGREEMENT** signed by counsel for Children's Law Center of Los Angeles, was filed electronically through the Agency's E-Filing System on August 22, 2016, and that a copy of said document contemporaneously was served on each of the following parties by first class United States Mail, proper postage prepaid, and electronic mail:

Sean D. Graham, Attorney at Law Weinberg Roger & Rosenfeld 800 Wilshire Boulevard, Suite 1320 Los Angeles, CA 90017	Rebecca Yee, General Counsel Service Employees International Union, Local 721 1545 Wilshire Boulevard Los Angeles, CA 90017
Judge Gerald Etchingham Associate Chief Administrative Law Judge National Labor Relations Board 901 Market Street, Suite 300 San Francisco, CA 94103-1779	Judge Jeffrey Wedekind National Labor Relations Board 901 Market Street, Suite 300 San Francisco, CA 94103-1779
Olivia Garcia, Regional Director National Labor Relations Board Region 21 888 South Figueroa Street, 9th Floor Los Angeles, CA 90017-5449	Jean Libby, Counsel for the General Counsel National Labor Relations Board Region 21 888 South Figueroa Street, 9th Floor Los Angeles, CA 90017-5449

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22nd day of August, at Los Angeles, California.


YVONNE CEBALLOS